

3-0807

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DUPL.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF DOVER, *Town of*

AND

THE POLICEMEN'S BENEVOLENT ASSOCIATION

P.B.A., DOVER LOCAL 107

PREPARED BY:

James R. Allison
Administrator, Town of Dover

X *Jan. 1, 1979 - Dec. 31, 1981*

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AGREEMENT, Entered into this 9 day of OCTOBER

1979, by and between

TOWN OF DOVER, a Municipal Corporation of
The State of New Jersey, with Offices at
Municipal Building, Dover, New Jersey.

(Hereinafter called "EMPLOYER")

THE POLICEMEN'S BENEVOLENT ASSOCIATION,
DOVER LOCAL 107
c/o Lt. John Albinson
21 North Street
Dover, New Jersey 07801

(Hereinafter called "ASSOCIATION")

W I T N E S S E T H :

WHEREAS, pursuant to and in accordance with the terms
and spirit of Chapter 303 of Public Laws of 1968 of the State of New Jersey,
its amendments and supplements hereto, the EMPLOYER and ASSOCIATION have met
and negotiated the terms and conditions of the employment of the police officers
for the fiscal years 1979, 1980 and 1981, and

WHEREAS, both the EMPLOYER and the ASSOCIATION believe in the
soundness of the principle of collective bargaining and contracting; and

WHEREAS, these negotiations have resulted in an agreement respecting
the terms and conditions of employment;

WHEREAS, it is in the mutual best interest of the EMPLOYER and the
ASSOCIATION to promote and maintain a harmonious relationship in order that a
more efficient and progressive public service may be rendered;

NOW, THEREFORE, in consideration of the mutual promises

and covenants herein contained it is mutually agreed by and between the parties as follows:

ARTICLE I. RECOGNITION

SECTION 1. The EMPLOYER agrees to recognize and deal with the ASSOCIATION through its designated representative as the sole and exclusive bargaining agent of all police officers in the Town of Dover excepting the Police Chief, Captain, Clerical, Craft and other employees. This agreement does not extend to members of the ASSOCIATION not employed by the Town of Dover.

SECTION 2. In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

ARTICLE II. COVERAGE

SECTION 1. It is intended that this agreement shall cover matters pertaining to employment, wages, hours, and working conditions concerning the members of the Town of Dover Police Department.

ARTICLE III. DISCRIMINATION

SECTION 1. There will be no discrimination by supervisory or other employees of the EMPLOYER not included in the units covered by this agreement against any employee because of membership or activities in the ASSOCIATION.

SECTION 2. The ASSOCIATION agrees that neither it, nor the respective officers and members, nor persons employed directly or indirectly by the ASSOCIATION further agrees that there will be no solicitation of members, dues or funds during the working hours of employees involved.

SECTION 3. The ASSOCIATION and the EMPLOYER reaffirm their intention that the provisions of this agreement will continue to be applied without discrimination because of race, creed, color, sex, age or national origin of the employee.

ARTICLE IV. SICK LEAVE

SECTION 1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and 15 working days in every calendar year thereafter. Part-time permanent employees shall be entitled to sick leave as established by regulation.

SECTION 2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

SECTION 3. Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee for days taken in excess of days provided under SECTION 9 of this Article. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave of absence of the employee or the need of the employee's attendance upon a member of the employee's immediate family. In case of leave of absence due to contagious disease, a certificate from the Department of Health shall be required. In case of death in the family of the employee, any reasonable proof required by the department head shall be sufficient.

SECTION 4. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment. Upon termination, the appointing authority shall certify to the Department of Civil Service the employee's permanent record.

SECTION 5. An employee who has been reemployed shall be credited with the total accrued sick leave at the termination of his previous employment.

SECTION 6. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

SECTION 7. The employer may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abusive sick leave shall be cause for disciplinary action.

SECTION 8. The employer may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the employer, by a physician designated by the employer. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

SECTION 9. An Employee shall be allowed time off without loss of pay for three successive calendar days next following the date of a death in his immediate family. The immediate family is defined as wife or husband, parents, children, brother or sister, mother in law, father in law, and grandparents. One day shall be granted to an officer when death of brother in law, sister in law or grandparents of a husband or wife occurs. Said time off shall not be credited against nor deducted from accumulated sick leave.

ARTICLE V. SALARY AND WAGE SCALE

SECTION 1. Effective January 1, 1979, the following salaries will prevail for the officers of the Dover Police Department:

<u>NAME</u>	<u>TITLE</u>	<u>EMPLOYMENT DATE</u>	<u>1979</u>
Frank Matyola	Lieutenant	10-59	20,500.
John Albinson	Lieutenant	10-59	20,500.
William Hovey	Lieutenant	2-62	20,500.
Edward Casey	Lieutenant	1-63	20,500.
John Holinko	Sergeant	7-64	19,200.
Charles Schebendach	Sergeant	3-62	19,200.
Mark Bostrom	Sergeant	8-65	19,200.
Robert Lupia	Sergeant	1-67	19,200.
Montique McCarthy	Sergeant	3-66	19,200.
Donald Brill	Officer	10-63	18,000.
William Dyer	Officer	3-70	18,000.
Howard Estler	Officer	12-56	18,000.
Paul Horutz	Officer	7-67	18,000.
Edward Broadback	Officer	8-61	18,000.
James McAllister	Officer	11-67	18,000.
Francis Coppinger	Officer	2-72	15,945.
Arthur Cooper	Officer	2-69	18,000.
Raymond Porphy	Officer	8-65	18,000.
Walter Drexel	Officer	10-71	15,945.
Felix Saldana	Officer	4-72	15,945.
Steven Padula	Officer	7-73	15,945.
Garry Fields	Officer	1-77	12,520.
Frank Poolas	Officer	4-77	12,520.
Carmen Pennella	Officer	4-77	12,520.
Michael Thiel	Officer	1-77	12,520

(CONTINUED)

<u>NAME</u>	<u>TITLE</u>	<u>EMPLOYMENT</u> <u>DATE</u>	<u>1979</u>
Gary Adams	Officer	3-78	11,835.
Brian Kelly	Officer	3-78	11,835.
Starting Salary	Officer	1979	11,500.

ARTICLE V. SALARY AND WAGE SCALE

SECTION 2. Effective January 28, 1980, the following salaries will prevail for the officers of the Dover Police Department:

<u>NAME</u>	<u>TITLE</u>	<u>EMPLOYMENT DATE</u>	<u>1980</u>
Frank Matyola	Lieutenant	10-59	22,150.
John Albinson	Lieutenant	10-59	22,150.
William Hovey	Lieutenant	2-62	22,000.
Edward Casey	Lieutenant	1-63	22,000.
John Holinko	Sergeant	7-64	20,700.
Charles Schebendach	Sergeant	3-62	20,700.
Mark Bostrom	Sergeant	8-65	20,700.
Robert Lupia	Sergeant	1-67	20,700.
Montique McCarthy	Sergeant	3-66	20,700.
Donald Brill	Officer	10-63	19,300.
William Dyer	Officer	3-70	19,300.
Howard Estler	Officer	12-56	19,300.
Paul Horutz	Officer	7-67	19,300.
Edward Broadback	Officer	8-61	19,300.
James McAllister	Officer	11-67	19,300.
Francis Coppinger	Officer	2-72	17,840.
Arthur Cooper	Officer	2-69	19,300.
Raymond Porphy	Officer	8-65	19,300.
Walter Drexel	Officer	10-71	17,840.
Felix Saldana	Officer	4-72	17,840.
Steven Padula	Officer	7-73	17,840.
Garry Fields	Officer	1-77	14,160.
Frank Poolas	Officer	4-77	14,160.
Carmen Pennella	Officer	4-77	14,160.

(CONTINUED)

<u>NAME</u>	<u>TITLE</u>	<u>EMPLOYMENT DATE</u>	<u>1980</u>
Gary Adams	Officer	3-78	13,430.
Brian Kelly	Officer	3-78	13,430.
Second year Salary	Officer	1979	12,500.*
Starting Salary	Officer	1980	12,000.

* All police officers hired in 1979 whose employment date is prior to July 1st shall receive a \$1000. increase January 28, 1980. Those officers hired after July 1, 1979 shall receive a \$500. increase January 1980 so that their salary is equal with officers hired in 1980

ARTICLE V. SALARY AND WAGE SCALE

SECTION 3. Effective January 1, 1981, the following salaries will prevail for the officers of the Dover Police Department:

<u>NAME</u>	<u>TITLE</u>	<u>EMPLOYMENT DATE</u>	<u>1981</u>
Frank Matyola	Lieutenant	10-59	23,922.
John Albinson	Lieutenant	10-59	23,922.
William Hovey	Lieutenant	2-62	23,760.
Edward Casey	Lieutenant	1-63	23,760.
John Holinko	Sergeant	7-64	22,356.
Charles Schebendach	Sergeant	3-62	22,356.
Mark Bostrom	Sergeant	8-65	22,356.
Robert Lupia	Sergeant	1-67	22,356.
Montique McCarthy	Sergeant	3-66	22,356.
Donald Brill	Officer	10-63	20,844.
William Dyer	Officer	3-70	20,844.
Howard Estler	Officer	12-56	20,844.
Paul Horutz	Officer	7-67	20,844.
Edward Broadback	Officer	8-61	20,844.
James McAllister	Officer	11-67	20,844.
Francis Coppinger	Officer	2-72	19,140.
Arthur Cooper	Officer	2-69	20,844.
Raymond Porphy	Officer	8-65	20,844.
Walter Drexel	Officer	10-71	19,140.
Felix Saldana	Officer	4-72	19,140.
Steven Padula	Officer	7-73	19,140.
Garry Fields	Officer	1-77	15,460.
Frank Poolas	Officer	4-77	15,460.
Carmen Pennella	Officer	4-77	15,460.

(CONTINUED)

<u>NAME</u>	<u>TITLE</u>	<u>EMPLOYMENT</u> <u>DATE</u>	<u>1981</u>
Gary Adams	Officer	3-78	14,730.
Brian Kelly	Officer	3-78	14,730.
Third Year Salary	Officer	1979	13,500.*
Second Year Salary	Officer	1980	13,000.*
Starting Salary	Officer	1981	12,500.

* Police Officers hired in 1979 and those hired in 1980 prior to July 1 shall receive a \$1000. increase January 1, 1980. Those officers hired after July 1, 1980 shall receive a \$500. increase January 1, 1981 so that their salary is equal with officers hired in 1980.

SECTION 4. This Article is subject to the adoption of a Salary Ordinance of the Town of Dover which complies with this Section. This section of this Article will not go into effect until said Salary Ordinance is adopted.

SECTION 5. Members of the Detective Bureau will receive incentive pay of \$300.00 above their base salary during 1979, \$400. during 1980 and \$500 during 1981. Incentive pay will be paid in two (2) increments. One half of the amount specified above will be paid on the last pay day in June, the Second increment will be paid on the last pay day in December. Members serving in the Detective Bureau for less than a period of one (1) year shall be paid on a pro rata basis based on the above incentive pay.

SECTION 6. Patrolman Gary Adams and Brian Kelly shall have the right to grieve salaries listed under Sections 1, 2, and 3 of this article.

ARTICLE VI. HOLIDAYS

SECTION 1. The following 13 days shall be designated as paid holidays:

New Year's Day	Labor Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Columbus Day	

SECTION 2. The above mentioned holidays may be taken by the employee with the approval of the Administrative Officer of the Police Department. Any unused holidays or portions thereof up to a total of twelve (12) and not in excess of twelve (12) shall be paid in full to the employee at his regular rate of pay, payable on the last pay day in November.

SECTION 3. If any holiday falls on a Sunday, then the following Monday shall be considered the observed holiday.

SECTION 4. In addition, the employees shall be entitled to a paid holiday whenever the Dover Town Hall is closed for a declared holiday. This is not to include snow days or other emergency days.

ARTICLE VII. VACATIONS

SECTION 1. Vacations are to be in effect from January first to December thirty-first and are granted on a calendar year basis.

SECTION 2. For employees who remain on the payroll continuously and without interruption for the required number of years.

SECTION 3. Leaves of absence shall neither break continuity of service nor be counted for purposes of accruing additional vacation time under this section.

SECTION 4. Employees earn vacation time on a monthly basis from the beginning of their employment. Those hired prior to the 15th of a given month shall receive credit for that first month of work. Vacation time earned during the first year of work can be carried over to the second year. Vacations must be taken during the current callendar year at such time as permitted or directed by the Chief of Police. In case of the latter, unused vacation shall be carried forward into the next succeeding year, in which it must be granted. In the event that, for any reason whatsoever, a police officer is not permitted to take the requisite vacation days in a given year, then, and in that event only, remaining vacation days may be carried into the next subsequent year. This section shall not cause an officer on disability to lose any vacation days.

SECTION 5. Police Officers shall be entitled to vacations as follows:

<u>NUMBER OF YEARS OF SERVICE</u>	<u>DAYS ALLOWABLE</u>
First year of service	1 day per month
Commencing with 1 year through completion of 5th yr.	12 days
Commencing with 6th year through completion of 9th yr.	13 days
Commencing with 10th year through completion of 14th yr.	15 days
Commencing with 15th year through completion of 24th yr.	20 days
Commencing with the 25th year and thereafter	25 days

For the purpose of this Article number of years of service for Police Officers shall be computed as follows:

A. If employment commenced between January 1 and June 30th, the first year of employment shall be included in determining total number of years of service.

B. If employment commenced between July 1st and December 31st the first year of employment shall not be included in determining total number of years of service.

ARTICLE VIII. COURT APPEARANCES

SECTION 1. Whenever a police officer shall be required to appear before any Grand Jury or at any Municipal, County, Superior or Supreme Court proceeding, except in a Civil Action unless subpoenaed, the time during which he is so engaged shall be considered a time of assignment to, and performance of duty. When such appearance occurs during this member's assigned duty hours, he shall suffer no loss in compensation. When such appearance occurs outside his assigned duty hours he shall receive overtime in accordance with Article XIV.

ARTICLE IX. TRAVELING EXPENSES

SECTION 1. If at any time, a police officer shall be required to use his personal vehicle for police business, the EMPLOYER shall compensate said officer at the rate of 17 cents per mile.

In addition, a police officer shall be entitled to reimbursement for any meal the officer is required to pay out of personal funds when out of Town for police business.

This section pertains to all duties excepting transportation to and from police headquarters and meals during normal working hours in the Town of Dover. The employee must present receipts and documentation for all expenses incurred to the Chief of Police.

SECTION 2. An Officer will be entitled to the following amounts for any necessary meals:

Breakfast	up to \$2.00
Lunch	up to \$2.50
Dinner	up to \$8.00

SECTION 3. Employees will also be reimbursed the full amount for official breakfasts, luncheons and dinners which are authorized by the Chief of Police and/or Chief Administrative Officer.

ARTICLE X. EDUCATIONAL BENEFITS

SECTION 1. There is hereby established an educational program for employees of the Police Department of the Town of Dover. Upon the successful

completion with a C or better of approved police related courses that are directed at the attainment of an Associate Degree in Law and Enforcement; each participating policeman shall be awarded \$10.00 per credit for each credit with a C or better grade point average. Proper certifications of completion and passage of said approved courses shall be filed with the Administrator or the Town Clerk in his absence by Feb.1st of each year for all credits earned during previous year. At that time the Administrator shall take the necessary steps to determine the amounts earned during the previous year. Police Officers shall not be required to re-submit certifications submitted in previous years. This award is cumulative and shall be received by Police Officers not later than July 1st of each year.

SECTION 2. The Town shall also reimburse the student for all required books for an approved police course at the time books are turned in. At the end of the course all books shall be returned to the Chief of Police or his designee for reuse by other Town employees or for utilization as a library for the Town of Dover Police Department.

SECTION 3. Any officer hired with as associate or bacclaureate degree in law enforcement shall be granted \$600.and paid as specified in Section 1 of Article. Any officer hired with credits toward a degree shall be awarded payments as outlined in Section 1.

ARTICLE XI. POLICE SCHOOL

SECTION 1. When any police officer spends time in police school, expenses incurred for mileage, meals and necessary equipment shall be reimbursed with the approval of the Chief of Police and the Administrator at the rates indicated in Sections one (1) and two (2) of Article IX.

With regard to meals, this section shall not apply when this officer commutes to class from Dover each day.

ARTICLE XII. UNIFORM ALLOWANCE

SECTION 1. All officers and detectives of the Dover Police Department covered by this Contract shall be entitled to \$200.00 in 1979, \$250. in 1980 and \$250. in 1981 for the purchase of police uniforms, clothing and necessary equipment upon presentation of verified purchase slips from person or company selling

such clothing under agreement with the Town. All receipts for purchases shall be forwarded by the Officer to the Chief of Police.

SECTION 2. EMPLOYER agrees to replace any uniform, clothing or equipment damaged in the line of duty. If the officer has not expended his clothing allowance the employer may charge said clothing allowance. If, however, the clothing allowance has been expended then the employer will replace same at an additional cost to the employer.

SECTION 3. Any clothing that is not utilized by an officer shall be turned in to the Town upon termination of its use.

ARTICLE XIII. HOSPITALIZATION

SECTION 1. The EMPLOYER shall provide and pay in full Blue Cross and Blue Shield, plus Major Medical Insurance for all police officers and their dependents.

ARTICLE XIV. WORK WEEK AND OVERTIME

SECTION 1. The work week shall begin on Monday morning at 12:01 a.m. and end on the following Sunday evening at 12:00 midnight. The regular hours of work shall be eight hours per day, forty hours per week from Monday through Sunday inclusive. The work week shall not exceed five consecutive days and there shall be two days off for every five days worked. These arrangements are subject to emergency conditions which can be implemented by a duly authorized person as set forth in the Police Ordinance of the Town of Dover and the Regulations of the Police Department of the Town of Dover.

SECTION 2 . In the event an officer works over time, time and a half shall be paid or compensated for all hours worked in excess of 40 hours. ^{T.H.} cc 8 hours per Day *JHR*

SECTION 3. All overtime must be approved in writing by the Chief of Police or in his absence by the Acting Chief of Police. A copy of the approval shall be filed with the official attendance records of the Town kept by the Town Administrator.

SECTION 4. "Emergency" as used herein shall include any unusual

conditions caused by any circumstance or situation including shortages in the personnel of the Police Department or Force caused by vacancies, sickness or injury, or by the taking of accrued vacation or sick leave or both, whereby the safety of the public is endangered or imperiled, as shall be determined within the sole discretion of the Chief of Police or Acting Chief of Police to the concurrence of the Administrator of the Town of Dover.

SECTION 5. In construing overtime, compensation shall be made at time and one half on the following basis:

- a. Up to the first 16 minutes of authorized overtime, no pay.
- b. Sixteen(16) through thirty (30) minutes, 30 minutes pay.
- c. Thirty one(31) through forty-five(45) minutes, 45 minutes pay.
- d. Forty-six(46) through sixty(60) minutes 1 hour pay.
- e. Thereafter overtime shall be paid in fifteen(15) minute segments.

SECTION 6. All officers planning to leave the Town's service shall give at least two weeks written notice to the Chief of Police.

ARTICLE XV. DISABILITY

SECTION 1. The EMPLOYER will pay any officer disabled in the line of duty his full pay up to 1 year as prescribed by a physician designated by the Town. Any officer disabled in the line of duty may be given a leave of absence of up to one year pursuant to N.J.S.A. 40:11-9 or retired for disability at any time if the Town designated physician certifies that this is necessary.

SECTION 2. While any officer is receiving temporary disability benefits and full pay from the EMPLOYER, he will reimburse the EMPLOYER in the amount of temporary disability benefits received.

SECTION 3. An officer will not be required to compensate the EMPLOYER for any permanent disability benefits received.

SECTION 4. When an employee is disabled in the line of duty said disability shall not infringe on the employee's sick leave.

SECTION 5. In the event that the EMPLOYER believes that this Article

is being abused by the EMPLOYEE, EMPLOYER may demand that this Article be re-negotiated for the year 1980 or 1981 by giving written notice to the Police Negotiating Committee of the PBA, Local 107 at least thirty (30) days prior to December 31, 1979 or December 31, 1980.

ARTICLE XVI. GRIEVANCE PROCEDURE

SECTION 1. Purpose

a. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise under the terms and conditions of this Agreement, including disciplinary action by management, and to resolve grievances as soon as possible, so as to secure efficiency and promote employees morale. The parties agree that this procedure will be kept as informal as may be appropriate.

b. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any superior officer. Said informal discussion will not be considered part of the formal part of a grievance application and the time limits mentioned herein will not be applicable to such informal discussion of the grievance.

c. Any police officer disagreeing with the decision of a superior has the right to bring his complaint to the next highest ranking officer. If the said officer is still in disagreement with any decision made he can proceed up the chain of command to the Chief. If the Chief's decision is not acceptable to this officer he has the right to bring his complaint to the Town Administrator. Once the officer has had an informal hearing with the Administrator and is not satisfied, he should place his grievance in writing to the Mayor and Board of Aldermen. With each step along the way it is the responsibility of the complaining officer to inform his superior that he disagrees with the decision and that he will pursue the complaint further. If there is a formal complaint lodged, whereby the officer notifies the Mayor and Board of Aldermen in writing, it is the responsibility of that complaining officer to notify all of the superior officers and Administrator along the chain of command before submitting the letter to the Board of Aldermen and Mayor.

SECTION 2. Definition

Within the meaning of this section, a "grievance" is a complaint in writing addressed to the Mayor and Board of Aldermen within two weeks of the occurrence of the incident or controversy which caused the complaint by an employee, the ASSOCIATION or the EMPLOYER. There will be three steps for handling the grievance.

SECTION 3. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties if the grievant elects not to pursue his remedies under Title II of the Civil Service Act of the State of New Jersey. If the grievant elects to proceed under Civil Service, he waives his right to proceed under his grievance procedure. The agreement shall be followed in its entirety unless any step is waived by mutual consent of the parties. If the Town elects to grieve under this procedure, it also waives its right to proceed under Civil Service.

FIRST STEP: Upon receipt of a written complaint, the Mayor shall direct the Police Committee of the Board of Aldermen to conduct a hearing and render a majority finding which shall be delivered in writing to all parties directly concerned with the grievance within 10 days of receipt of the written complaint by the Board. In the event that a decision is not rendered within the prescribed period, the written complaint shall be treated as having been decided in favor of the grieving party. If this decision is accepted by those parties directly concerned the matter shall be closed. As a signal of an acceptance of an agreement, the parties directly concerned shall sign a copy of the decision, which shall be placed in a closed file by the Town Clerk.

SECOND STEP: If the parties of the grievance are not satisfied by the majority decision of the Police Committee the matter shall then be referred for a hearing or review of the evidence by the Mayor and Board of Aldermen or a majority thereof sitting in a special session for the sole determination of rendering a decision on the grievance.

This session shall be held within 30 days of the filing of the appeal from the decision of the Police Committee. The Mayor and Board of Aldermen at their discretion and upon the advice of the Town Attorney may either review the evidence or re-hear the evidence in its entirety. If the Mayor and Board of Aldermen decides to re-hear the evidence it may call such other witnesses as it deems necessary. The parties at their own expense may represent themselves with counsel. The Town shall record the hearing by appropriate means. Following the hearing, and no longer than two weeks from its conclusion, the Mayor and Board of Aldermen will deliver a written majority decision to all parties concerned. If this decision is accepted by those parties directly concerned the matter shall be closed. As a signal of an acceptance and agreement, the parties directly concerned shall sign a copy of the decision which will be placed in a closed file by the Town Clerk.

THIRD STEP: If such grievance is not resolved to the satisfaction of the aggrieved party, he may within fifteen (15) days after receipt of the Mayor and Board of Aldermen's written decision, notify the Mayor in writing that he wishes to take the matter to binding arbitration.

(a) An arbitrator shall be selected pursuant to the rules of the American Arbitration Association.

(b) However, no arbitration hearing shall be held sooner than thirty (30) days after the final written decision of the Mayor and Board of Aldermen. In the event that the aggrieved elects to pursue Civil Service procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration and the Association shall pay whatever costs may have been incurred in processing the case to arbitration. In the event the EMPLOYER elects to pursue Civil Service procedures in lieu of an arbitration hearing, the hearing shall be cancelled and the matter withdrawn from arbitration and the EMPLOYER shall pay whatever costs may have

been incurred in processing the case to arbitration.

(c) The arbitrator shall be bound by the provisions of this Agreement and restricted to the interpretation and application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, detract from, or modify in any way the provisions of this Agreement or any Amendment or Supplement thereto.

(d) The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the EMPLOYER and the ASSOCIATION and shall be binding on the parties.

(e) The cost for the services of the arbitrator shall be borne equally between the EMPLOYER and the ASSOCIATION. Any other expenses, including but not limited to, the presentation of witnesses, shall be paid by the party incurring same.

(f) The time limits set forth herein shall be strictly adhered to and the failure to process a grievance to the next step within the specified time limit shall be deemed to mean that the grievant has accepted the latest determination made. However, upon mutual consent of the parties, the time limits in any step may be extended or contracted.

ARTICLE XVII. NO-STRIKE PLEDGE

SECTION 1. The ASSOCIATION covenants and agrees that during the term of this agreement neither the ASSOCIATION nor any person acting in its behalf will cause, authorize, condone or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work, or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, or walkout. The ASSOCIATION agrees that such action would constitute a material breach of this Agreement.

SECTION 2. In the event of a strike, work stoppage, slowdown, or other job action, it is covenanted and agreed that participation in any such activity by an employee covered by this Agreement shall be grounds for disciplinary action which will include suspension or termination subject however, to the Grievance Procedure.

SECTION 3. The ASSOCIATION will actively discourage any of its members or persons acting in their behalf, from taking part in any strike, slowdown, walkout or job action, and make reasonable efforts to prevent and terminate such illegal action.

SECTION 4. Nothing contained in this Agreement shall be construed to limit or restrict the EMPLOYER in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the

event of such breach by the Association, its members or any person acting on its behalf.

ARTICLE XVIII. FULLY BARGAINED PROVISIONS

SECTION 1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues and shall govern all wages, rights and responsibilities of the parties which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement unless here specified. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

ARTICLE XIX. SEPARABILITY AND SAVINGS

SECTION 1. If any section, part, phrase, or provision of this agreement or the application thereof to any person, project or circumstances, be adjudged invalid by any court of competent jurisdiction or by legislative action, such judgment or action shall be confined in its operation to the section, part, phrase, provision or application directly involved in the controversy in which such judgment or action shall have been rendered and shall not affect or impair the validity of the remainder of this agreement or the application thereof to other persons, projects or circumstances.

ARTICLE XX. TERM AND RENEWAL OF AGREEMENT

SECTION 1. This agreement shall take effect and be retroactive to January 1, 1979 and shall remain in full force and effect until midnight December 31, 1981, and thereafter from year to year unless either party shall give notice in writing ninety (90) days in advance of the expiration date of this agreement to the Town Administrator of the desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial aforesaid ninety (90) day notice is given. Thereafter, the responding party shall have thirty (30) days to give notice of proposed changes and/or counter proposals in writing.

IN WITNESS WHEREOF, the parties have hereunto set their hands and
affisex their corporate seals the day and year first above written.

ATTEST:

TOWN OF DOVER

Michael A. DeLorenzo

Michael A. DeLorenzo
Town Clerk

DATE: 10/14/79

John Rice

John Rice, Mayor

James R. Allison

JAMES R. ALLISON, ADMINISTRATOR

ATTEST:

Leonard A. Carducci
LEONARD CARDUCCI, ESQ.

DATE: 10/16/79

THE POLICEMEN'S BENEVOLENT
ASSOCIATION, DOVER LOCAL 107

H. John Allison